

**CONCORD PROCESSING AGREEMENT
SECOND ADDENDUM
FOR SPECIAL TERMS**

This Second Addendum is entered into as of January 1, 2011 (the "Second Addendum Effective Date") and is between Concord Processing, LP now known as First Data Retail ATM Services, LP, ("First Data Retail ATM Services" or "FDRAS") and First American Payment Systems ("User").

RECITALS

WHEREAS, First Data Retail ATM Services and User have entered into a CONCORD PROCESSING AGREEMENT dated March 1, 2003, as amended, (the "Agreement"), First Data Retail ATM Services and User have agreed to amend the Agreement as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Data Retail ATM Services and User agree as follows:

1. Extension of initial term of the Agreement. Effective on this Second Addendum Effective Date, the initial term of the Agreement is hereby amended in its entirety to mean the time period from the Effective Date of this Second Addendum to and including December 31, 2015.
2. Fees and Services and the ATM Processing Services Schedules. Effective on this Second Addendum Effective Date, the Fees and Service and the ATM Processing Services Schedules to the Agreement are hereby replaced and superseded by the Fee and Service and the ATM Processing Services Schedules attached hereto.
3. Cancellation Fee. Section 17 to the Agreement shall hereby be replaced and superseded as follows:

In the event that this Agreement is terminated prior to the end of its then-current term, then User agrees to pay an early termination fee ("Early Termination Fee") in an amount equal to the product of the User's average monthly fees (i) if this Agreement has been in effect for 12 or more months, the average amount of monthly billings to User by FDRAS for the preceding twelve (12) months prior to termination times the number of months left in the then-current term times eighty percent (80%). Such Early Termination Fee shall be paid by the User no less than thirty (30) days prior to termination.
4. Revised Schedule C. The parties agree that as of the date of this Second Addendum, Schedule C to the Addendum for Gateway/State Sponsorship dated March 1, 2003, shall be replaced and superseded in its entirety by Schedule C to this Second Addendum.
5. The Parties agree that in the event there is a conflict between the Agreement and this Second Addendum, this Second Addendum controls.
6. All references to the Agreement herein or in any other document or instrument between FDRAS and User shall hereafter be construed to be references to the Agreement, as modified by this Second Addendum.
7. Unless otherwise specifically defined herein, all capitalized terms used in this Second Addendum shall have their respective meanings set forth in the Agreement.
8. Only a written instrument signed by User and FDRAS may amend this Second Addendum.



IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum as of the date and year above written.

First American Payment Systems

By: Debra A. Bradford

Printed Name: Debra A. Bradford

Title: President & CEO

First Data Retail ATM Services, LP

By: Sharon Lappin

Printed Name: Sharon Lappin

Title: V.P.



First American Payment Systems
ATM Processing Services

Basic Services – Included in Transaction Pricing*

Standard Transaction:

Routing/Authorization

Includes:

- Basic Monthly Reporting
- Help Desk Services
- Designated Account Executive
- Standard ATOM (Automated Terminal Online Manager) Package
- Next Day Cash Settlement
- Daily Surcharge Settlement to ISO and/or Cash Account
- Daily Data File via FTP
- Initial ISO Implementation
- ISO Training via Teleconference

Other Services:

Expanded Services are available and quoted as requested or utilized.

Transaction Levels and Price per Month - Basic Services Schedule

Level	Transaction Volume	Fee (Cents)
A.	0-100,000	5.75
B.	100,001-200,000	5.25
C.	200,001-500,000	4.75
D.	500,001-1,000,000	4.25
E.	1,000,001 PLUS	3.75

****Above pricing does include per transaction sponsorship fee, but excludes network registration fees, merchant application fees, pass through fees, and other applicable network fees.

Minimum Monthly Billing per Terminal	\$10.00 (Waived)
Each Regulation E Adjustment	\$6.50



First American Payment Systems

Optional Expanded Services

Expanded Services are optional services provided at an additional fee. Customers are not required to pre-authorize Expanded Services. Services in this section are billed on an "as-used" basis as requested.

Database Changes		
On-line Terminal Database Change Orders	\$	1.00 (Waived)
Manual Terminal Database Change Orders via Fax	\$	3.00
Database Delete Orders (for terminals active less than 18 months)	\$	50.00 (Waived)
Customer Requested Settlement Adjustment	\$	15.00 / Adjustment (Waived)
Special Telecom Services		
CDMA Terminal Access		TBD
Surcharge and Interchange Distribution (Third Party)		
Distribution Account Setup (One Time)	\$	15.00 (Waived)
Settlement Item per Credit	\$	1.00 (Waived)
Settlement Item per Debit	\$	1.00 (Waived)
Custom ACH Services		
ACH Fee Billing Account Setup (One Time)	\$	15.00 (Waived)
ACH Fee Billing Debit	\$	1.00 (Waived)
ACH Fee Billing Credit	\$	1.00 (Waived)
Data Services		
Regeneration of Daily Activity File	\$	100.00 / Instance
Custom Code Development (e.g. Reports, Website, et. al)	\$	125.00 / Hour
Expedite Request	\$	25.00 / Instance
Ad Hoc Reporting Services		
Report Request (<3 Month Archival Data)	\$	0.10 / Page (1.00 Minimum)
Report Request (>3 Month Archival Data)	\$	0.10 / Page (50.00 Minimum)
Delivery Per Page		
Email		NC
Fax	\$	1.00 / Page
USPS First Class Mail	\$	1.00 / Page
Merchant Statement Generation and Delivery		
Mail	\$	1.00 / Page
E-Mail	\$	0.50 / Page

ONLINE SERVICES

First American Payment Systems



Standard Service Includes: No Charge

- Disputes Manager (Includes all Disputes reporting)
- News and Messages
- Online Forms
- Standard Web Reporting
 - Encryption Key List
 - Inactive Terminal
 - ISO Global Summary
 - Terminal Address Listing
 - Terminals Listing
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Premium Service Includes: See Licensing Fees* Below:

- All Standard Services
- Terminal Manager
- Enhanced Web Reporting
 - ACH Detail by Account
 - Low Cash
 - Reject Analysis
 - Settlement Detail
 - Settlement
 - Terminals Setup and Change Log
 - Terminal Status
 - Transaction Detail
 - Transaction Summary by Date
 - Transaction Summary by Date EOM
- Real-time Terminal
- Transaction Grapher
- Cash Load

*Licensing Fees

Access to ATOM Premium Service requires terminal and login licensing FLAT \$100/MONTH

SCHEDULE C FEES

1. All applicable network transaction fees including but not limited to: Terminal fees, fines and assessments, POS fees, adjustment fees and interchange fees/payments per the interchange table will be passed through as incurred by FDRAS.

2. Sponsorship Transaction fees.

- A. Approved and Declined State Sponsorship and Gateway Transaction fees are included in the processing fee.

(Computed on a monthly basis. All Sponsored Transactions processed shall be accompanied by electronic data information, prepared and certified by ISO-Processor setting forth the number of applicable Sponsored Transactions)

- B. An EBT Transaction fee is included in the processing fee.

3. A monthly access fee of \$100 per month is waived.
4. A fee of \$125 per hour for professional services and research, if required.
5. A Merchant Application fee of \$50.00 per application if Bank performs the application review and approval.